IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORIGINAL SIDE

NOTICE OF MOTION NO.2058 OF 2003
IN
SUIT NO.2164 OF 2003

Vishwanath V. Gondhalekar ..Plaintiff.
Vs.
Municipal Corporation of
Greater Bombay & anr. ..Defendants.

....

Mr. R.R. Arolkar for the Plaintiff.
None for the Defendants.

...

CORAM : DR.D.Y.CHANDRACHUD, J.

26th August, 2005.

P.C.:

The case of the Plaintiff is that his deceased son had entered into a transaction for the purchase of the suit property. The sale deeds dated 15th August, 1995 and 18th November, 1996 are admittedly, however, not registered. In their advocate's letter dated 6th January, 2003 the Defendants have denied the execution of the alleged sale deed dated 15th August, 1995. At the ad interim stage, this Court had directed the Second Defendant to furnish security in the sum of Rs.3 lacs to the satisfaction of the Prothonotary and Senior Master within a period of two weeks.

There was a direction that in the event of a failure to do so, there shall be an ad interim order in terms of prayer clauses (a)(i) and (a)(ii). Counsel appearing for the Plaintiff states that security has been furnished in the form of a bank guarantee of Rs.3 lacs. In that view of the matter, this Notice of Motion is disposed of by confirming the ad interim order dated 4th August, 2003.